

# MEETING OF THE MAYOR AND CITY COUNCIL CITY OF COLUMBUS, MS SEPTEMBER 17, 2019

The Mayor and City Council met in Regular Meeting on Tuesday, September 17, 2019 at 5:00 p.m. in the Court Chambers of the Municipal Complex. Mayor Robert E. Smith, Sr. presided over the meeting. The Ward 1 Council seat is vacant due to the passing of Councilman Gene Taylor. Newly elected Ward 4 Councilman, Pierre D. Beard, Sr. was present. Also present were the COO, CFO, General Counsel, Police Chief, and all other Department Heads.

## **I. CALL TO ORDER AND INVOCATION**

Mayor Smith called the meeting to order and called upon Ms. Jessie Harris, Sunday School Teacher and grandmother of Council Member Pierre D. Beard, Sr., to offer the Invocation.

## **II. APPROVE MINUTES FOR THE MEETINGS OF SEPTEMBER 3, 5, AND 12, 2019.**

Council Member Jones made a motion to approve the Minutes for the Meetings of September 3, 5, and 12, 2019. Council Member Gavin seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

## **III. APPROVE DOCKET OF CLAIMS FOR SEPTEMBER 17, 2019.**

Council Member Gavin made a motion to approve the Docket of Claims for September 17, 2019 in the amount of \$337,485.72. Council Member Jones seconded the motion.

All Council Members present voted in favor of the motion.

The motion carried.

## **IV. CONFIRMATION OF/OR AMENDMENTS TO THE AGENDA**

### **CONSENT AGENDA:**

Delete Item "C" – *Approve request for Fire and Rescue Chief to attend "Task Force Personnel Selection/Leader Selections" to be held in Brandon, MS, at no cost to the City.*

**MINUTES FOR MEETING OF  
SEPTEMBER 17, 2019**

Delete Item "E" – *Approve request for the Public Works Director to attend the "2019 Mississippi APWA fall Conference" to be held in D'Iberville, MS, and approve payment of registration, lodging, travel and meal expenses.*

Add Item "L" - *Approve request submitted by the Columbus-Lowndes County League of Voters for permission to host a "Political Forum" at the Columbus Municipal Complex on Monday, September 30, 2019 from 6:00 p.m. until 7:30 p.m. this forum will be for candidates seeking office in the November 5, 2019 General Election.*

**POLICY AGENDA:**

Add Item "E" – *Discuss/Approve Advertisement for Demolition of six (6) houses.*

Add Item "F" – *Ratify Notice to Retail Coach to cancel Agreement.*

Add Item "G" – *Consider/Approve lowest bid for Lease Purchase Financing of LED Street Lights.*

Add Item "H" – *Consider/Approve Assignment and Assumption of Economic Development Services Purchase Agreement between the City of Columbus and Lowndes County.*

**EXECUTIVE SESSION:**

Add Acquisition of Real Property.

Council Member Jones made a motion to approve the Agenda as presented, with the above amendments. Council Member Gavin seconded the motion. The Mayor called for discussion, and there being none, all Council Members present voted in favor of same, with a unanimous vote.

**V. CONSENT AGENDA:**

- A. Approve request for Fire and Rescue Chief of Training, Michael Chandler, to attend "CPAT Exam" to be held in Jackson, MS, and approve payment of \$50.00 for travel.
- B. Approve request for Fire and Rescue Firefighters, Kameron Pearson, Shawn Shaw, and Patrick Ghoston, to attend "CPAT Exam" to be held in Jackson, MS, and approve payment of \$120.00 for registration, \$288.00 for lodging, \$50.00 for travel, and \$123.00 for reimbursement for meal expenses.
- C. **DELETED**

**MINUTES FOR MEETING OF  
SEPTEMBER 17, 2019**

- D. Approve request to refund Chaketra Spencer the sum of \$1,000.00 and Kevin Earl Straughter the sum of \$300.00 for cancellation of the Trotter Convention Center Rental.
- E. **DELETED**
- F. Accept Letter of Retirement from Public Works Department employee, Willie G. Johnson, effective September 20, 2019.
- G. Approve permit request submitted by Meg Blaylock, on Pines and Cady Hill Recovery center, to host the “No One Walks Alone – Recovery Walk for National Recovery Month” to be held on September 28, 2019 from 10:00 a.m. until 11:00 a.m., beginning at 1011 Main Street, walking down Main Street to Tennessee Williams Home, back to 1011 Main Street.
- H. Accept letter of resignation from Columbus Police Officer, Jared Booth, effective September 9, 2019, and approve request to submit unused vacation leave and unused sick leave to PERS.
- I. Approve permit request submitted by Katie Fenstermacher, on behalf of Annunciation Catholic School, to host the “In Our Nation Day Parade” to be held on January 28, 2020 from 9:30 a.m. until 10:00 a.m. at Annunciation Catholic School, 223 North Browder Street, turning right onto Browder Street, right on Alabama Street, right onto Gardner Blvd., right onto Maxwell and right into ACS Parking Lot.
- J. Accept Letter of Resignation from Columbus Police Officer, John Tulipan, effective September 24, 2019
- K. Ratify request for Brenda Williams, City Registrar, to travel to Jackson, MS to pick up ballots for Ward 1 Special Election, and approve payment of \$179.34 for travel expenses.
- L. Approve request submitted by the Columbus-Lowndes County League of Voters for permission to host a “Political Forum” at the Columbus Municipal Complex on Monday, September 30, 2019 from 6:00 p.m. until 7:30 p.m. this forum will be for candidates seeking office in the November 5, 2019 General Election.

Council Member Mickens made a motion to approve the Consent Agenda as amended. Council Member Jones seconded the motion. The Mayor called for discussion, and there being none, all Council Members present voted in favor of same, with a unanimous vote.

## **VI. REPORTS, PROCLAMATIONS, RECOGNITIONS AGENDA:**

### **A. General Comments from the Mayor and Council Members**

Mayor Smith congratulated Mr. Pierre D. Beard, Sr., newly elected Council Member of Ward IV, and welcomed him to the Council seat.

### **B. Presentation of Commendation to ten (10) Columbus Police Officers**

Rev. Steven James recognized Cpl. Eric Lewis and Officer Aaron Andrews for their quick response and professionalism in preventing a citizen from jumping off a bridge on Main Street. Rev. James also presented Certificates of Commendations to the following Police Officers for outstanding police work.

- Christopher Ware
- Lance Luckey
- Glenn Jenkins
- Tommy Watkins
- Melvin Shirley
- Sgt. Timothy Jenkins
- Shaniqula fulton
- John Tulipan
- Investigator Aaron Andrew
- Corporal Eric D. Lewis

### **C. Monthly Report from the Columbus Fire & Rescue Department for August 2019**

The Monthly Report from the Columbus Fire & Rescue Department for August 2019 was presented. No action was taken.

### **D. Monthly Report from the Municipal Court Division for August 2019**

The Monthly Report from the Municipal Court Division for August 2019 was presented. No action was taken.

### **E. Monthly Report from the Public Works Department for August 2019 was presented.**

The Monthly Report from the Public Works Department for August 2019 was presented. No action was taken.

### **F. Monthly Report from the City Planning and Community Development Department for August 2019.**

**MINUTES FOR MEETING OF  
SEPTEMBER 17, 2019**

The Monthly Report from the City Planning and Community Development Department for August 2019 was presented. No action was taken.

**G. Monthly Report from the Code Enforcement Division for August 2019.**

The Monthly Report from the Code Enforcement Division for August 2019 was presented. No action was taken.

**H. Monthly Report from the Columbus Recreation Department for August 2019.**

The Monthly Report from the Columbus Recreation Department for August 2019 was presented. No action was taken.

**I. Monthly Report from the Columbus Police Department for August 2019.**

The Monthly Report from the Columbus Police Department for August 2019 was presented. No action was taken.

**J. Monthly Report from the Building/Inspection Department for August 2019.**

The Monthly Report from the Building/Inspection Department for August 2019 was presented. No action was taken.

**K. Monthly Financial Report**

Mrs. Deliah Vaughn, CFO, distributed the Monthly Financial Report and remarked that the Cash Balance for the General Fund for August 2019 was \$1,200,825.33 and the Reserve Fund balance was \$929,501.80. The Sales Taxes for August increased by \$8,831.75 compared to the same period last year.

**L. Board Vacancies**

David Armstrong announced vacancies on various Boards and remarked that no action is required tonight.

**REDEVELOPMENT AUTHORITY BOARD**

- 1 Vacancy, Mark Castleberry's 5-Year Term Expires 9/01/19.
- Appointment can be made 9/03/2019.
- No applicants at this time.

**COLUMBUS-LOWNDES LIBRARY BOARD**

- 1 Vacancy, Ralph Carter's 5-Year Term Expires 9/30/19.
- Appointment can be made 10/1/2019.

**APPLICANT**

- **Hillary A. H. Richardson**
- 

**CITY PLANNING COMMISSION**

- 3 Vacancies, 4-Year Terms for Larry Fuller, Chuck Bigelow and MacArthur Inge, Expire 10/04/19.
- Appointment can be made 10/1/19.

**APPLICANTS**

- **Chuck Bigelow**
- **MacArthur Inge**

**VII. CITIZENS INPUT AGENDA**

**VIII. POLICY AGENDA:**

**A. Discuss/Approve Payment of \$7,500.00 to the Seventh Avenue Heritage Festival**

Council Member Jones moved to approve the expenditure of \$7,500.00 from 001-004-695 (Advertising City Resources) and find that said amount is a legitimate expense that will advertise and bring into favorable notice the opportunities, possibilities and resources of the City of Columbus. Council Member Mickens seconded the motion.

All Council Members voted in favor of the motion, with the exception of Council Member Beard, who opposed.

The motion carried with a 4/1 vote.

**B. Discuss/Approve cost of property clean-up on cases previously heard by Mayor and Council and for which remediation has been completed.**

Deliah Vaughn, CFO, came before the Mayor and Council and requested approval of adjudicated property. Council Member Gavin made a motion to adjudicate property previously heard by Council and for which remediation has been completed. Council Member Jones seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

**THE ADJUDICATED LIST FOLLOWS:**



**City of Columbus**  
POST OFFICE BOX 1408  
COLUMBUS, MISSISSIPPI 39703

**Invoice**

HATCHER INVEST PROP LLC  
604 3 ST S  
COLUMBUS, MS 39701

Address:	2603 5TH AVE N
APN:	61W05-03-05900
Case No:	CE-17-0190
Violation:	Property Maintenance

Invoice #: 17-0190-0828  
Date: August 28, 2019

IN ACCORDANCE WITH THE ORDINANCE OF THE CITY OF COLUMBUS, THE CITY HAS INCURRED THE EXPENSES NOTED BELOW IN REMEDIATING THE UNACCEPTABLE CONDITION OF YOUR PROPERTY. A LIEN HAS BEEN FILED AGAINST THE PROPERTY IN THE OFFICE OF THE LOWNDES COUNTY CIRCUIT CLERK.

PAYMENT IS DUE UPON RECEIPT AND IF NOT PAID IN FULL BEFORE 09/27/2020 IT WILL BE ADDED TO YOUR PROPERTY TAX BILL AS A SPECIAL ASSESSMENT. SUBSEQUENTLY, IF PAYMENT TO THE TAX COLLECTOR BECOMES DELINQUENT, YOUR PROPERTY WILL BE SOLD IN THE ANNUAL TAX SALE TO SATISFY THE CITY'S LIEN.

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Attorney Fees		48.00
	Attorney Fees		11.00
	Admin Fee		12.50
	Public Works		430.00
	Admin Fee		12.50
	Public Works		49.00
	Admin Fee		12.50
	Public Works		131.00
	Admin Fee		12.50
	Public Works		131.00
<b>DATE HEARD BY CITY COUNCIL</b>		09/05/2017	

**TERMS:** Due on receipt

SUBTOTAL	850.00
TAX RATE	
SALES TAX	
SHIPPING & HANDLING	
<b>TOTAL</b>	<b>850.00</b>



**City of Columbus**  
POST OFFICE BOX 1408  
COLUMBUS, MISSISSIPPI 39703

**Invoice**

HOLT FLISHA  
P O BOX 2886  
COLUMBUS, MS 39704

Address:	2421 6TH AVE N
APN:	61W05-02-00600
Case No:	CE-18-0259
Violation:	Property Maintenance

Invoice #: 18-0259-0828  
Date: August 28, 2019

IN ACCORDANCE WITH THE ORDINANCE OF THE CITY OF COLUMBUS, THE CITY HAS INCURRED THE EXPENSES NOTED BELOW IN REMEDIATING THE UNACCEPTABLE CONDITION OF YOUR PROPERTY. A LIEN HAS BEEN FILED AGAINST THE PROPERTY IN THE OFFICE OF THE LOWNDES COUNTY CIRCUIT CLERK.

PAYMENT IS DUE UPON RECEIPT AND IF NOT PAID IN FULL BEFORE (09/27/20) IT WILL BE ADDED TO YOUR PROPERTY TAX BILL AS A SPECIAL ASSESSMENT. SUBSEQUENTLY, IF PAYMENT TO THE TAX COLLECTOR BECOMES DELINQUENT, YOUR PROPERTY WILL BE SOLD IN THE ANNUAL TAX SALE TO SATISFY THE CITY'S LIEN.

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Attorney Fees		11.00
	Admin Fee		12.50
	Public Works		106.00
	Admin Fee		12.50
	Public Works		49.00
	Admin Fee		12.50
	Public Works		131.00
<b>DATE HEARD BY CITY COUNCIL</b>		10/02/2018	

TERMS: Due on receipt

SUBTOTAL	334.50
TAX RATE	
SALES TAX	
SHIPPING & HANDLING	
<b>TOTAL</b>	<b>334.50</b>

Make all checks payable to **City of Columbus**  
If you have any questions concerning this invoice, contact the Code Enforcement Dept. (662) 244-3500, ext 4005.



**City of Columbus**  
POST OFFICE BOX 1408  
COLUMBUS, MISSISSIPPI 39703

**Invoice**

HOPKINS ANNIE LOU-EST  
1007 18TH ST N  
COLUMBUS, MS 39701

Address:	16TH ST N
APN:	61W07-02-18200
Case No:	CE-18-0099
Violation:	Property Maintenance

Invoice #: 18-0099-0828  
Date: August 28, 2019

IN ACCORDANCE WITH THE ORDINANCE OF THE CITY OF COLUMBUS, THE CITY HAS INCURRED THE EXPENSES NOTED BELOW IN REMEDIATING THE UNACCEPTABLE CONDITION OF YOUR PROPERTY. A LIEN HAS BEEN FILED AGAINST THE PROPERTY IN THE OFFICE OF THE LOWNDES COUNTY CIRCUIT CLERK.

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QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Admin Fee		12.50
	Public Works		65.50
	Admin Fee		12.50
	Public Works		49.00
	Admin Fee		12.50
	Public Works		119.00
	Admin Fee		12.50
	Public Works		131.00
<b>DATE HEARD BY CITY COUNCIL</b>		<b>06/05/2018</b>	

**TERMS:** Due on receipt

SUBTOTAL	414.50
TAX RATE	
SALES TAX	
SHIPPING & HANDLING	
<b>TOTAL</b>	<b>414.50</b>

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**City of Columbus**  
POST OFFICE BOX 1408  
COLUMBUS, MISSISSIPPI 39703

**Invoice**

LONG U W  
P O BOX 2718  
COLUMBUS, MS 39704

Address:	502 PEACH ST
APN:	61W06-03-05200
Case No:	CE-18-0063
Violation:	Property Maintenance

Invoice #: 18-0063-0828  
Date: August 28, 2019

IN ACCORDANCE WITH THE ORDINANCE OF THE CITY OF COLUMBUS, THE CITY HAS INCURRED THE EXPENSES NOTED BELOW IN REMEDIATING THE UNACCEPTABLE CONDITION OF YOUR PROPERTY. A LIEN HAS BEEN FILED AGAINST THE PROPERTY IN THE OFFICE OF THE LOWNDES COUNTY CIRCUIT CLERK.

PAYMENT IS DUE UPON RECEIPT AND IF NOT PAID IN FULL BEFORE 09/27/20 IT WILL BE ADDED TO YOUR PROPERTY TAX BILL AS A SPECIAL ASSESSMENT. SUBSEQUENTLY, IF PAYMENT TO THE TAX COLLECTOR BECOMES DELINQUENT, YOUR PROPERTY WILL BE SOLD IN THE ANNUAL TAX SALE TO SATISFY THE CITY'S LIEN.

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Admin Fee		12.50
	Public Works		98.00
	Public Works		106.50
	Admin Fee		12.50
	Public Works		131.00
<b>DATE HEARD BY CITY COUNCIL</b>		06/19/2018	

SUBTOTAL	360.50
TAX RATE	
SALES TAX	
SHIPPING & HANDLING	
<b>TOTAL</b>	<b>360.50</b>

**TERMS: Due on receipt**

Make all checks payable to **City of Columbus**  
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**City of Columbus**  
 POST OFFICE BOX 1408  
 COLUMBUS, MISSISSIPPI 39703

**Invoice**

FENTON CELESTE

7102 Roselake Circe  
 Douglasville, Ga 30134

Invoice #: 17-0174-0828

Date: August 28, 2019

Address:	2210 5TH AVE S
APN:	61W12-00-17900
Case No:	CE-17-0174
Violation:	Property Maintenance

IN ACCORDANCE WITH THE ORDINANCE OF THE CITY OF COLUMBUS, THE CITY HAS INCURRED THE EXPENSES NOTED BELOW IN REMEDIATING THE UNACCEPTABLE CONDITION OF YOUR PROPERTY. A LIEN HAS BEEN FILED AGAINST THE PROPERTY IN THE OFFICE OF THE LOWNDES COUNTY CIRCUIT CLERK.

PAYMENT IS DUE UPON RECEIPT AND IF NOT PAID IN FULL BEFORE 09/27/20 IT WILL BE ADDED TO YOUR PROPERTY TAX BILL AS A SPECIAL ASSESSMENT. SUBSEQUENTLY, IF PAYMENT TO THE TAX COLLECTOR BECOMES DELINQUENT, YOUR PROPERTY WILL BE SOLD IN THE ANNUAL TAX SALE TO SATISFY THE CITY'S LIEN.

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Public Works		144.00
	Admin Fee		12.50
	Public Works		73.50
	Admin Fee		12.50
	Public Works		98.00
	Admin Fee		12.50
	Public Works		90.50
<b>DATE HEARD BY CITY COUNCIL</b>		08/01/2017	

TERMS: Due on receipt

SUBTOTAL	443.50
TAX RATE	
SALES TAX	
SHIPPING & HANDLING	
<b>TOTAL</b>	<b>443.50</b>

Make all checks payable to **City of Columbus**

If you have any questions concerning this invoice, contact the Code Enforcement Dept. (662) 244-3500, ext 4005.



**City of Columbus**  
POST OFFICE BOX 1408  
COLUMBUS, MISSISSIPPI 39703

**Invoice**

PORTER KIMBERLY D  
1106 16TH ST N  
COLUMBUS, MS 39701

Invoice #: 17-0234-0828  
Date: August 28, 2019

Address:	1106 16TH ST N
APN:	56W18-02-13300
Case No:	CE-17-0234
Violation:	Property Maintenance

IN ACCORDANCE WITH THE ORDINANCE OF THE CITY OF COLUMBUS, THE CITY HAS INCURRED THE EXPENSES NOTED BELOW IN REMEDIATING THE UNACCEPTABLE CONDITION OF YOUR PROPERTY. A LIEN HAS BEEN FILED AGAINST THE PROPERTY IN THE OFFICE OF THE LOWNDES COUNTY CIRCUIT CLERK.

PAYMENT IS DUE UPON RECEIPT AND IF NOT PAID IN FULL BEFORE 09/27/20 IT WILL BE ADDED TO YOUR PROPERTY TAX BILL AS A SPECIAL ASSESSMENT. SUBSEQUENTLY, IF PAYMENT TO THE TAX COLLECTOR BECOMES DELINQUENT, YOUR PROPERTY WILL BE SOLD IN THE ANNUAL TAX SALE TO SATISFY THE CITY'S LIEN.

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Attorney Fees		48.00
	Attorney Fees		11.00
	Admin Fee		12.50
	Public Works		369.00
	Admin Fee		12.50
	Public Works		123.00
	Admin Fee		12.50
	Public Works		69.50
<b>DATE HEARD BY CITY COUNCIL</b>		09/05/2017	

SUBTOTAL	658.00
TAX RATE	
SALES TAX	
SHIPPING & HANDLING	
<b>TOTAL</b>	<b>658.00</b>

**TERMS: Due on receipt**

Make all checks payable to **City of Columbus**  
If you have any questions concerning this invoice, contact the Code Enforcement Dept. (662) 244-3500, ext 4005.

**C. Discuss/Approve hiring four (4) Police Officers, pending successful completion of a pre-employment medical exam and drug screen.**

Council Member Gavin made a motion to approve the hiring of Darius Dora, Zachary Harrington, Robert Crabtree, and Joshua Kitchens as Police Officers, contingent on successful completion of a pre-employment medical exam and drug screen. Council Member Jones seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

**D. Discuss/Approve Recommendations from the September 9, 2019 Planning Commission meeting.**

**Permitted Use Request P/U 19-12**

**On Behalf of Jeannette Gholar  
908 – 14<sup>th</sup> Street North**

The Planning Commission recommends approval of request to allow an After School Program

Council Member Jones moved that the facts and findings of the Planning Commission be adopted as the facts and findings of the Mayor and City Council, and that the recommendation of the Planning Commission to allow an After School Program as a Permitted Use, be approved. Council Member Gavin seconded the motion. The Mayor asked if anyone in the audience objected to the permitted use application. No one answered. There followed discussion, consideration, and review by the Council of the issues and facts presented by this request and the action taken by the City of Columbus Planning Commission.

All Council Members voted in favor of the motion.

The motion carried.

**Permitted Use Request P/U 19-13**

**On Behalf of Sallie M. Stevenson  
109 Gardner Boulevard**

The Planning Commission recommends approval of request to allow A Child Day Care.

**MINUTES FOR MEETING OF  
SEPTEMBER 17, 2019**

Council Member Mickens moved that the facts and findings of the Planning Commission be adopted as the facts and findings of the Mayor and City Council, and that the recommendation of the Planning Commission to allow A Child Day Care Portable, as a Permitted Use be approved. Council Member Beard seconded the motion. The Mayor asked if anyone in the audience objected to the permitted use application. No one answered. There followed discussion, consideration, and review by the Council of the issues and facts presented by this request and the action taken by the City of Columbus Planning Commission.

All Council Members voted in favor of the motion.

The motion carried.

**E. Discuss/Approve Advertisement for Demolition of six (6) houses.**

George Irby, City Planner and Director of Community Development, requested permission to advertise for Demolition of six (6) houses on the BEP program. Council Member Jones made a motion to advertise for demolition of six (6) houses on the BEP program (The addresses are listed below). Council Member Gavin seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

1915 – 14<sup>th</sup> Avenue North  
1701 – 5<sup>th</sup> Avenue North  
923 – 9<sup>th</sup> Street South  
1615 – 8<sup>th</sup> Avenue North  
2221 – 15<sup>th</sup> Avenue North  
1707 Bell Avenue

**F. Ratify letter to The Retail Coach to cancel Agreement.**

David Armstrong, COO, requested the Council to ratify the Notice sent to The Retail Coach to cancel Agreement. The City entered into a Contract with Retail Coach September 11, 2019 and is required to give a thirty (30) – day notice to end the contract. Council Member Jones made a motion to ratify the actions of the COO to send The Retail Coach a notice to cancel the Agreement with the City. Council Member Gavin seconded the motion.

All Council Members voted in favor of the notice.

The motion carried.

**MINUTES FOR MEETING OF  
SEPTEMBER 17, 2019**

**G. Consider/Approve lowest bid for Lease Purchase Financing of LED Street Lights.**

General Counsel Turnage apprised the Council of options for Lease Purchase Financing of LED Street Light. Council Member Mickens made a motion to approve Option #1 – 12 Year Financing plan for Lease Purchase financing of LED street lights at 3.38% interest rate. Council Member Jones seconded the motion.

All Council Members voted in favor of the motion, with the exception of Council Member Gavin, who opposed.

The motion carried.

**FINANCING INFORMATION FOLLOWS:**

**(THIS SPACE LEFT BLANK INTENTIONALLY)**

# Option #1 – 12 Year Financing

Existing Plan (Status Quo)				
Year	(A)	(B)	(C)	Total Budget For Streetlights (A + B + C)
	Annual Lease Payment*	Annual Payment to CL&W 3% Escalation	Streetlight Maint Allowance 3% Escalation	
1		\$531,011		\$531,011
2		\$546,942		\$546,942
3		\$563,350		\$563,350
4		\$580,250		\$580,250
5		\$597,658		\$597,658
6		\$615,588		\$615,588
7		\$634,055		\$634,055
8		\$653,077		\$653,077
9		\$672,669		\$672,669
10		\$692,849		\$692,849
11		\$713,635		\$713,635
12		\$735,044		\$735,044
13		\$757,095		\$757,095
14		\$779,808		\$779,808
15		\$803,202		\$803,202
16		\$827,298		\$827,298
17		\$852,117		\$852,117
18		\$877,681		\$877,681
19		\$904,011		\$904,011
20		\$931,132		\$931,132
<b>20 YEAR TOTAL</b>				<b>\$14,268,474</b>

PATH Plan (Proactive Option)				
Year	(A)	(B)	(C)	Total Budget For Streetlights (A + B + C)
	Annual Lease Payment*	Annual Payment to CL&W 3% Escalation	Streetlight Maint Allowance 3% Escalation	
1	\$347,022	\$119,047	\$0	\$466,069
2	\$347,022	\$122,618	\$21,545	\$491,186
3	\$347,022	\$126,297	\$22,191	\$495,511
4	\$347,022	\$130,086	\$22,857	\$499,965
5	\$347,022	\$133,988	\$23,543	\$504,554
6	\$347,022	\$138,008	\$24,249	\$509,279
7	\$347,022	\$142,148	\$24,977	\$514,147
8	\$347,022	\$146,413	\$25,726	\$519,161
9	\$347,022	\$150,805	\$26,498	\$524,325
10	\$347,022	\$155,329	\$27,293	\$529,644
11	\$347,022	\$159,989	\$28,111	\$535,123
12	\$347,022	\$164,789	\$28,955	\$540,766
13		\$169,733	\$29,823	\$546,556
14		\$174,825	\$30,718	\$552,543
15		\$180,069	\$31,640	\$558,709
16		\$185,471	\$32,589	\$565,060
17		\$191,035	\$33,566	\$571,602
18		\$196,767	\$34,573	\$578,340
19		\$202,670	\$35,611	\$585,281
20		\$208,750	\$36,679	\$592,429
<b>20 YEAR TOTAL</b>				<b>\$7,904,248</b>

Savings	
Year	Total Budget SAVINGS
1	\$64,942
2	\$55,756
3	\$67,839
4	\$80,285
5	\$93,104
6	\$106,308
7	\$119,908
8	\$133,916
9	\$148,344
10	\$163,205
11	\$178,512
12	\$194,278
13	\$557,539
14	\$574,266
15	\$591,493
16	\$609,288
17	\$627,515
18	\$646,341
19	\$665,731
20	\$685,703
<b>20 YEAR TOTAL</b>	<b>\$6,364,226</b>

- +\$64,942 in first year streetlight budget savings after allowing for lease payment
- +\$6,364,226 in lifetime savings after lease payment and maintenance allowance



\*Lease calculation based on 12 year BofA quote

# Option #2 – 10 Year Financing

Existing Plan (Status Quo)				
Year	(A)	(B)	(C)	Total Budget For Streetlights (A + B + C)
	Annual Lease Payment*	Annual Payment to CL&W 3% Escalation	Streetlight Maint Allowance 3% Escalation	
1		\$531,011		\$531,011
2		\$546,942		\$546,942
3		\$563,350		\$563,350
4		\$580,250		\$580,250
5		\$597,658		\$597,658
6		\$615,588		\$615,588
7		\$634,055		\$634,055
8		\$653,077		\$653,077
9		\$672,669		\$672,669
10		\$692,849		\$692,849
11		\$713,635		\$713,635
12		\$735,044		\$735,044
13		\$757,095		\$757,095
14		\$779,808		\$779,808
15		\$803,202		\$803,202
16		\$827,298		\$827,298
17		\$852,117		\$852,117
18		\$877,681		\$877,681
19		\$904,011		\$904,011
20		\$931,132		\$931,132
20 YEAR TOTAL				\$14,268,474

PATH Plan (Proactive Option)				
Year	(A)	(B)	(C)	Total Budget For Streetlights (A + B + C)
	Annual Lease Payment*	Annual Payment to CL&W 3% Escalation	Streetlight Maint Allowance 3% Escalation	
1	\$403,529	\$119,047	\$0	\$522,576
2	\$403,529	\$122,618	\$21,545	\$547,692
3	\$403,529	\$126,297	\$22,191	\$552,017
4	\$403,529	\$130,086	\$22,857	\$556,472
5	\$403,529	\$133,988	\$23,543	\$561,060
6	\$403,529	\$138,008	\$24,249	\$565,786
7	\$403,529	\$142,148	\$24,977	\$570,654
8	\$403,529	\$146,413	\$25,726	\$575,667
9	\$403,529	\$150,805	\$26,498	\$580,832
10	\$403,529	\$155,329	\$27,293	\$586,151
11		\$159,988	\$28,111	\$188,101
12		\$164,789	\$28,955	\$193,744
13		\$169,733	\$29,823	\$199,556
14		\$174,825	\$30,718	\$205,543
15		\$180,069	\$31,640	\$211,709
16		\$185,471	\$32,589	\$218,060
17		\$191,035	\$33,566	\$224,602
18		\$196,767	\$34,573	\$231,340
19		\$202,670	\$35,611	\$238,280
20		\$208,750	\$36,679	\$245,429
20 YEAR TOTAL				\$7,775,269

Savings	
Year	Total Budget SAVINGS
1	\$8,436
2	(\$751)
3	\$11,333
4	\$23,779
5	\$36,598
6	\$49,802
7	\$63,402
8	\$77,409
9	\$91,838
10	\$106,699
11	\$25,534
12	\$541,300
13	\$557,539
14	\$574,266
15	\$591,493
16	\$609,238
17	\$627,515
18	\$646,341
19	\$665,731
20	\$685,703
20 YEAR TOTAL	\$6,493,205

- Shorter lease term and less total interest payments (thus more lifetime savings)
- +\$6,493,205 in lifetime savings after lease payment and maintenance allowance



\*Lease calculation based on 10 year BofA quote

**H. Consider/Approve Assignment and Assumption of Economic Development Services Purchase Agreement between City of Columbus and Lowndes County.**

General Counsel Turnage apprised the Council of the proposed agreement. Council Member Jones made a motion to approve the Assignment and Assumption of Economic Development Services Purchase Agreement between the City of Columbus and Lowndes County. Council Member Gavin seconded the motion.

All Council Members voted in favor of the motion.

The motion carried.

**THE AGREEMENT FOLLOWS:**

**ASSIGNMENT AND ASSUMPTION OF  
ECONOMIC DEVELOPMENT SERVICES PURCHASE AGREEMENT**

This Assignment and Assumption of Economic Development Services Purchase Agreement (“Agreement”) is made and entered into by and among Lowndes County, Mississippi, acting by and through its Board of Supervisors (the “County”) and the City of Columbus, Mississippi, acting by and through its Mayor and City Council (the “Assignee”), and is effective as of the Effective Date (as defined herein).

**RECITALS**

A. WHEREAS, the LINK is a Mississippi non-profit corporation, organized, among other things, to promote, encourage and advance economic, industrial, and commercial growth in the County and in the surrounding trade area;

B. WHEREAS, during the past several years, the LINK has demonstrated a successful record of attracting and inducing new businesses, including several large manufacturers, to locate in the tri-county area commonly known as Mississippi’s Golden Triangle area, and inducing existing businesses to expand their operations resulting in the creation of new jobs, additional tax revenues and other economic benefits in the counties and municipalities comprising such Golden Triangle area;

C. WHEREAS, the County and the LINK desire to engage the LINK to provide, for the benefit of the County and its citizens, economic development services and the LINK desires to accept such engagement and provide such economic development services, subject to the terms and conditions of that certain Economic Development Services Purchase Agreement, a copy of the final

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form of which is attached hereto as **Exhibit “A”** and is incorporated herein by reference (the “Services Agreement”);

D. WHEREAS, each capitalized term used, but not otherwise expressly defined herein, shall have the respective meaning ascribed to such term in the Services Agreement;

D. WHEREAS, pursuant to Section 3 of the Services Agreement, the County shall have the right to direct the LINK to additionally provide the Economic Development Services, for the benefit of, and to make such assignments and delegations of its obligations and rights, respectively set forth therein to, one or more municipalities located within the County or one or more industrial development authorities, economic development districts and any other political subdivisions of the County; and

E. WHEREAS, the County desires to (i) direct the LINK to provide the Economic Development Services, (ii) delegate certain of the County’s rights under the Services Agreement, and (iii) assign certain of the County’s obligations under the Services Agreement to the Assignee, subject to the terms and conditions of this Agreement; and

F. WHEREAS, in consideration of the Economic Development Services to be provided on behalf of the Assignee at the direction of the County and the delegation to the Assignee by the County of certain of its rights under the Services Agreement, the Assignee desires to assume certain of the County’s obligations under the Services Agreement, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants, promises and agreements contained herein, and other good and valuable consideration, the parties hereto agree as follows:

**1. TERM AND TERMINATION**

1.01 *Term.*

(a) Initial Term. Subject to the right of successive administrations to void the agreement, the initial term of this Agreement shall be for a three (3) year period commencing on the Effective Date and ending on the third anniversary of Effective Date, unless this Agreement is terminated prior to the third anniversary of Effective Date pursuant this Agreement (the “Initial Term”).

(b) Renewal Terms. Upon the expiration of the Initial Term, this Agreement shall automatically renew for an unlimited number of successive one (1) year periods. Each such renewal period shall be referred to herein as a “Renewal Term.” The word “Term,” for purposes of this Agreement, shall mean the Initial Term, together with any successive Renewal Terms. Notwithstanding the foregoing, in the event that either the County or the Assignee elects to not allow the automatic renewal of this Agreement at the expiration of the Initial Term or any successive Renewal Term thereafter, then, at least two (2) years prior to the expiration of the Initial Term or six (6) months prior to the expiration of any such Renewal Term, as applicable, it shall so notify the other party of such determination in writing.

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1.02 *Termination by Agreement.* This Agreement may be terminated at any time during the Term by mutual written agreement of all of the parties hereto.

1.03 *Termination on Notice of a Material Default.* This Agreement may be terminated (a) by either party hereto upon the expiration of the Services Agreement or termination of the Services Agreement for any reason, or (b) in the event that (i) either (1) the County shall give written notice to the Assignee that the Assignee has materially defaulted in the performance of any of its obligations under this Agreement and such material default is not cured within thirty (30) calendar days of the date such notice of default is received, (ii) the Assignee shall give written notice to the County that the County has materially defaulted in the performance of any of its obligations under this Agreement and such material default is not cured within thirty (30) calendar days of the date such notice of default is received, or (iii) the Assignee shall give written notice to the County and the LINK that the LINK has materially defaulted in the performance of any of its obligations under the Services Agreement and such material default is not cured within thirty (30) calendar days of the date such notice of default is received. For the avoidance of any confusion, a “material default” shall include, *inter alia* (a) in the case of the Assignee, the failure of the Assignee to make or cause to be made any payments required herein to the County or to the LINK on behalf of the County, (b) in the case of the County, the substantial failure by the County to satisfy its obligations described in Section 2.01 and 2.02 hereof or (c) in the case of the LINK, (i) the substantial failure by the LINK to provide the Economic Development Services to the Assignee at the direction of the County, and/or the failure by the LINK to satisfy its obligations described in Section 2.03 and 2.04 of the Services Agreement.

1.04 *Effect of Termination and Expiration.* Upon expiration of the Term of this Agreement or termination of this Agreement prior to the expiration of the Term in accordance herewith, no party hereto shall have any further obligations hereunder, except for its obligations arising prior to the date of such expiration or termination, its obligations set forth in Section 6 and the obligations of the Assignee set forth in Section 4.02 (to the extent the Assignee is a municipality located within the County) and Section 5.

**2. COUNTY’S RESPONSIBILITIES & ECONOMIC DEVELOPMENT SERVICES.**

2.01 *Economic Development Services.* The County hereby agrees to direct the LINK to provide the Economic Development Services, as described in the Services Agreement, to the Assignee. The Assignee acknowledges and agrees that, in connection with the provision by the LINK of the Economic Development Services to the Assignee, the LINK may also identify any work deemed by the LINK to be reasonable and necessary in order to provide the Economic Development Services to the Assignee in accordance with the Services Agreement and herewith, including but not limited to any such work by civil engineers, architects, attorneys, public relations professionals and accountants (collectively, “Support Services”), and the Assignee shall be responsible for paying for all such Support Services, or for reimbursing the LINK to the extent the LINK initially engages and pays for any such Support Services); provided that such obligation and liability of the Assignee to pay for, or reimburse the LINK for its engagement and payment of, any such Support Services shall not exceed Twenty-Five Thousand Dollars (\$25,000.00) in the aggregate during any twelve (12) month period throughout the Term. In the event that the cost of any such Support Services exceeds or is reasonably expected to exceed Fifty Thousand Dollars (\$50,000.00) in the aggregate during any twelve (12) month period throughout the Term, the Assignee shall not be liable for the payment or reimbursement for payment of such Support Services unless the LINK shall first recommend to and request approval

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by the Assignee for, such Support Services, and upon said approval, the Assignee shall be responsible for authorizing, engaging and providing payment for all such Support Services; provided, however, that the Assignee acknowledges and agrees that the ability of the LINK to provide the Economic Development Services will be materially restricted in the event the Assignee fails to authorize, engage or provide payment for any Support Services identified and recommended by the LINK to be reasonable and necessary in order to provide the Economic Development Services in accordance herewith, and the LINK shall not be liable for any default by the LINK of its obligations hereunder as a result of such failure **[TO BE DETERMINED BY THE COUNTY]** [*Delegation of Appointment of New Directors*]. Pursuant to Section 2.04 of the Services Agreement, during the term thereof, the County shall have the right to appoint or elect or cause to be appointed or elected four (4) directors to the LINK's board of directors (the "New Directors"), and the LINK will, in accordance with its bylaws, appoint or elect or cause to be appointed or elected two (2) individuals from among the New Directors to serve on the LINK's executive committee (the "New Committee Members"). The County hereby delegates to the Assignee the right to appoint or cause to be appointed one (1) New Director, who shall be appointed by the Assignee upon the expiration of the term of office first to occur after the Effective Date of this Agreement.

2.02 *Relationship of the Parties*. The LINK is engaged and retained as an independent contractor and not as an officer, agent or employee of the County, the Assignee or any other Additional Participant.

2.03 *Competitive Nature of Services*. The Assignee understands and agrees that economic development and the recruitment of new business enterprises into a community is a very competitive undertaking and the decision by a business enterprise to locate a new project or expand an existing facility or operation in a particular area depends upon many subjective factors that are beyond the control or influence of the parties hereto, including without limitation, the LINK or the County. The Assignee is therefore not relying upon any guarantees or representations, and agrees that no such guarantees or representations, have been made by the LINK or the County, that the Economic Development Services provided by the LINK will result in any decision by any business enterprise to locate a new project or expand an existing facility or operation in the jurisdiction of the Assignee. Without limiting any provision of Section 6, the Assignee further agrees that, only to the extent permitted by applicable law, that neither the County nor the LINK shall, in the performance of their respective obligations pursuant to this Agreement and the Services Agreement, be liable to the Assignee, any political subdivision thereof or any other person, entity or governmental authority, including without limitation any other Additional Participant, for any losses, damages, costs or other expenses, whether direct, indirect, consequential or otherwise, which may result from the decision of any business enterprise to not, or the failure of any business enterprise to, locate a new project or expand an existing facility or operation in the jurisdiction of the Assignee, including without limitation the decision by a business enterprise to locate a new project or expand an existing facility or operation outside the jurisdiction of the Assignee in the County, or in Clay County or Oktibbeha County.

**3. ASSIGNEE'S RESPONSIBILITIES**

3.01 *Payment of Service Fees*. The Assignee shall promptly pay or cause to be paid, as and when due, the Annual Assignee Fee (as defined in Section 4.01), any Performance-Based Fees (as defined in Section 4.02, to the extent the Assignee is a municipality located within the County) and any

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other fees, costs or expenses required hereunder, including without limitation fees, costs or expenses for Support Services.

3.02 *Contact.* The parties hereto acknowledge and agree that economic development projects and related activities frequently require involvement by both private and public third parties, including without limitation, the Mississippi Development Authority, Tennessee Valley Authority, the Appalachian Regional Commission, the U.S. Department of Housing and Urban Development, the U.S. Department of Agriculture, local water and sewer systems and natural gas companies. To minimize any confusion or miscommunications between such third parties with respect to economic development projects, the Assignee agrees that it will, to the extent feasible, request of such third parties that the LINK serve as the initial, and thereafter the primary, point of contact for such third parties during the Term hereof with respect to such economic development projects. The Assignee further agrees that it shall not issue or permit the issuance of any press releases or make or permit the making of any public announcements without first consulting with the LINK regarding such matters and affording the LINK an opportunity to provide any feedback or input with respect thereto.

**4. ECONOMIC DEVELOPMENT SERVICES FEES**

4.01 *Annual Service Fees.* The sum of One Hundred Thousand Dollars (\$100,000.00) (the “Annual Assignee Fee”) shall be paid to the County or, at the direction of the County, directly to the LINK annually for each year during the Term. The payment of each Annual Assignee Fee shall be made in periodic installment payments each year during the Term of the Agreement as follows:

<u>Payment Due Date</u>	<u>Installment Payment Amount</u>
October 1, 2019	\$25,000.00
January 1, 2020	\$25,000.00
April 1, 2020	\$25,000.00
July 1, 2020	\$25,000.00
October 1, 2020	\$25,000.00
January 1, 2021	\$25,000.00
April 1, 2021	\$25,000.00
July 1, 2021	\$25,000.00
October 1, 2021	\$25,000.00
January 1, 2022	\$25,000.00
April 1, 2022	\$25,000.00
July 1, 2022	\$25,000.00
October 1, 2022	\$25,000.00

Provided, however, in the event this Agreement is terminated prior to the end of the Term in accordance with this Agreement, compensation shall be pro-rated based upon a 365-day calendar year.

4.02 *Performance-Based Fees.* This Section 4.02 shall apply to and be binding upon the Assignee only in the event that the Assignee is a municipality located within the County. The parties hereto acknowledge and agree that among other Economic Development Services to be provided to the Assignee in accordance herewith, the Assignee desires that the LINK, and pursuant to the Services Agreement and at the direction of the County, the LINK shall, endeavor to attract and induce

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significant economic development projects to locate within the boundaries of the Assignee in order to create new jobs, tax revenues and other economic benefits. Assignee and the County further agree that the inclusion in this Agreement of the terms of this Section 4.02 was a material inducement for the agreements by the LINK set forth in Section 3.02 of the Services Agreement. Assignee therefore agrees that the LINK shall be entitled to receive, additional performance-based fees equal to five percent (5%) of the amount of any fee-in-lieu of (ad valorem) tax payments received by the Assignee or by the County on behalf of the Assignee, as applicable, (but not to any public school districts) from any taxpayer that enters into a fee-in-lieu agreement pursuant to (a) Section 27-31-104 of the Mississippi Code of 1972, as amended, or (b) pursuant to any new legislation enacted by the Mississippi Legislature (each a "Performance-Based Fee"). During each year of the term of any such fee-in-lieu agreement, the payment of any Performance-Based Fee shall be payable in full to the LINK, at its principal place of business, within ninety (90) days after the receipt by the Assignee or by the County on behalf of the Assignee, as applicable, of the related fee-in-lieu of (ad valorem) tax payments from the taxpayer. The Assignee acknowledges and agrees that the entitlement of the LINK to all of the Performance-Based Fees arising from a particular fee-in-lieu agreement accrues on the date such agreement is executed by the parties thereto during the Term, and that the rights of the LINK to receive, and the obligations of the Assignee to pay or cause to be paid such Performance-Based Fees with respect to a particular fee-in-lieu agreement shall (x) survive the expiration or termination of this Agreement and (y) continue until such fee-in-lieu agreement expires or is terminated. Notwithstanding any provision of Section 3.01 to the contrary, the liability of the Assignee to fund, directly or indirectly, any Performance-Based Fee payment required hereunder shall be limited to the amount of the associated fee-in-lieu of (ad valorem) tax payment actually received by the Assignee or by the County on behalf of the Assignee, as applicable.

**5. NON-SOLICITATION**

The Assignee agrees that, for a period of two (2) years after the termination or expiration of this Agreement for any reason, its shall refrain from, directly or indirectly, (i) inducing or attempting to induce any officer, director or employee of the LINK to leave the employ of the LINK or otherwise sever any relationship therewith; (ii) employ or otherwise engage as an employee, independent contractor or otherwise any such officer, director or employee of the LINK who, within the preceding one (1) year period, has been an officer, director or employee of the LINK; or (iii) in any way interfere with the relationship between the LINK and any officer, director or employee thereof. Assignee and the County further agree that the inclusion in this Agreement of terms of this Section 5 was a material inducement for the agreements by the LINK set forth in Section 3.02 of the Services Agreement; provided, however, that this Section 5 shall not apply to any New Director appointed or caused to be appointed by the County.

**6. LIMITATIONS OF LIABILITY; INDEMNITY**

The parties hereto acknowledge and agree that, as a result of this Agreement, (a) the sole relationship between the LINK and the Assignee is that of a services provider (*i.e.*, the LINK) and its customer by way of assignment by the County (*i.e.*, the Assignee), and (b) the LINK is engaged and retained solely as an independent contractor to provide services and not as an officer, agent or employee of the Assignee, the County or any political subdivision thereof; and therefore, without limiting any express remedies set forth in this Agreement, if permitted by Mississippi law, neither the LINK nor Assignee nor the County shall be liable to each other or any third party for any indirect,

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consequential, punitive, exemplary or special damages, or any damage to third parties arising out of this Agreement or any breach of this Agreement. The Assignee shall, to the extent that the Mississippi Supreme Court determines that such agreement is permissible under Mississippi law or such an agreement is authorized in the Mississippi Code by action of the Mississippi Legislature, indemnify, hold harmless and defend the LINK and the County and any of their respective employees, officers, directors, members, stockholders, committee or board members, agents or representatives from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including reasonable attorney's fees) ("Claims") arising out of, caused by or resulting from the execution, delivery and/or performance of the Assignee's obligations under this Agreement. Assignee shall not be required to indemnify, hold harmless or defend the LINK or the County or any of their respective employees, officers, directors, members, stockholders, committee or board members, agents or representatives for liabilities, damages, actions, costs, losses, claims and expenses which are the result of the fault of either the LINK or its officers, directors, agents or employees or the County or its officers, directors, agents or employees or the joint fault of the LINK and the County, but no fault of the Assignee. Notwithstanding the foregoing sentence, the parties hereto agree that the Assignee is not responsible for any indemnity obligation hereunder to the extent such obligation arises from the negligent or willful acts or omissions of the County or the LINK or any of their respective employees, officers, directors, members, stockholders, committee or board members, agents or representatives. The County shall, to the fullest extent permitted by applicable law, indemnify, hold harmless and defend the Assignee and any employee, officer, director, member, stockholder, committee or board member, agent or representative thereof from and against any and all Claims arising out of, caused by or resulting from the execution, delivery and/or performance of the County's obligations under this Agreement. Notwithstanding the foregoing sentence, the parties hereto agree that the County is not responsible for any indemnity obligation hereunder to the extent such obligation arises from the negligent or willful acts or omissions of the Assignee or the LINK or any of their respective employees, officers, directors, members, stockholders, committee or board members, agents or representatives.

**7. MISCELLANEOUS PROVISIONS**

7.01 *Amendment.* The parties hereto may amend, modify or supplement this Agreement in such manner as may be agreed upon, but only by an instrument in writing executed by the parties to this Agreement. Neither this Agreement nor any term or provision may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought and then such change, waiver, discharge or termination shall be effective only for the time and to the extent set forth in writing.

7.02 *Failure or Indulgence Not a Waiver; Cumulative Remedies.* No failure or delay on the part of a party to this Agreement to exercise any power, right or privilege under this Agreement shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. All rights and remedies existing under this Agreement are cumulative to and not exclusive of any rights or remedies otherwise available.

7.03 *Severability.* In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction shall not in any way be effected or impaired.

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7.04 *Headings and Construction.* Section and subsection headings in this Agreement are included for convenience or reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect. Wherever required by the context of the Agreement, the masculine, feminine and neuter gender shall each include the other. The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms. The words “hereof,” “herein,” “hereto” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section references are to the specific provisions of this Agreement unless otherwise specified. The words “include,” “includes” and “including,” and words of similar import, shall not be limiting and shall be deemed to be followed by the phrase “without limitation.” Unless the context clearly requires otherwise, when used herein the term “or” shall not be exclusive and shall be deemed to mean “and/or”.

7.05 *Successors and Assigns.* This Agreement shall be binding upon the parties hereto and their respective successors, assigns, executors, administrators and others in privity. Notwithstanding this provision, Assignee shall have the right to terminate this Agreement if it does not consent to an assignment by LINK to a third party entity, but Assignee agrees its consent will not be unreasonably withheld.

7.06 *Counterparts; Effectiveness.* This Agreement and any amendments, waivers, or supplements may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. This Agreement shall become effective on the Effective Date.

7.07 *Additional Documents.* The parties hereto agree to execute and deliver such additional documents and instruments that are reasonably necessary or appropriate to enforce, effectuate, further the purposes of this Agreement or otherwise carry out its terms.

7.08 *Notices.* Any notice shall be conclusively deemed to have been received by a party and be effective on the day on which delivered to such party at the address set forth below (or at such other address as such party shall specify to the other party in writing) or if sent by registered or certified mail, on the third business day after the day on which mailed, addressed to such party at said address:

If to the Assignee:                     Robert E. Smith, Sr., Mayor, City of Columbus\_\_\_\_  
  \_\_P.O. Box 1408\_\_\_\_\_  
  \_\_\_\_\_  
  Columbus, MS 39703\_\_\_\_\_

With a copy to:                         Jeff Turnage, General Counsel to City\_\_\_\_\_  
  Mitchell McNutt & Sams, PA  
  P.O. Box 1366\_\_\_\_\_  
  \_\_\_\_\_  
  Columbus, MS \_39703-1366\_\_\_\_\_

If to the County:                        [\_\_\_\_\_] County, Mississippi  
  Attention: President, Board of Supervisors

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\_\_\_\_\_  
\_\_\_\_\_, MS \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_, MS \_\_\_\_\_

7.09 *Entire Agreement.* This Agreement supersedes all previous contracts and constitutes the entire Agreement between the parties respecting the subject matter, and no oral statements or prior written material not specifically incorporated in this Agreement shall be of any force and effect.

7.10 *Authority and Consents.* Each party hereto represents and warrants to the other parties that it has the right, power, legal capacity and authority to enter into this Agreement, and to perform its obligations under this Agreement, and no approvals or consents of any persons not a party hereto are necessary in connection therewith. The execution and delivery of this Agreement has been duly authorized by all necessary corporate or governing body action, as applicable, on behalf of each party. This Agreement has been duly and validly executed and delivered by each party hereto to the other, and constitutes the legal, valid and binding agreement of each party and is enforceable in accordance with its terms.

7.11 *Governing Law.* This Agreement shall be governed by the laws of the State of Mississippi.

*[SIGNATURE PAGE(S) FOLLOW]*

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**IN WITNESS WHEREOF**, this Agreement has been duly executed by each of the parties hereto on the respective dates set forth below to be effective as of October 1, 2014 (the “Effective Date”).

[ASSIGNEE]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2014

ATTEST & SEAL:

\_\_\_\_\_  
[Clerk, \_\_\_\_\_]

[\_\_\_\_\_] COUNTY, MISSISSIPPI

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President, Board of Supervisors

Date: \_\_\_\_\_, 2014

ATTEST & SEAL:

\_\_\_\_\_  
Clerk, Board of Supervisors

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**ADJOURNMENT:**

The Mayor then asked if there was any other business to come before the Mayor and City Council. There being none, Council Member Jones moved that the meeting be adjourned. Upon second by Council Member Gavin and unanimous vote, the Mayor announced that the meeting was ADJOURNED.

Approved by: \_\_\_\_\_  
**Robert E. Smith, Sr., Mayor**

\_\_\_\_\_  
**Deliah T. Vaughn  
CFO- Secretary-Treasurer**

**(THIS SPACE LEFT BLANK INTENTIONALLY)**